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AGREEMENT made in duplicate this 10<sup>th</sup> day of January, 2006.

BETWEEN

THE PETERBOROUGH LAKEFIELD POLICE SERVICES BOARD  
(hereinafter referred to as "THE BOARD" of the FIRST PART

AND

THE PETERBOROUGH POLICE ASSOCIATION  
(hereinafter referred to as "THE ASSOCIATION" of the SECOND PART

WHEREAS the parties hereto have agreed to enter into these presents for the purpose of defining, determining and providing for remuneration, pensions, sick leave credit gratuities, grievance procedures and working conditions other than those governed by regulations made pursuant to the Police Services Act.

NOW THEREFORE THIS AGREEMENT WITNESSETH:

**ARTICLE 1 - Coverage**

This Agreement shall apply to all Sworn Members of the Peterborough Lakefield Community Police Service excepting the Chief of Police, the Deputy Chief of Police, Members of the Peterborough Lakefield Community Police Service Senior Officers Association and those Members covered by the Civilian Agreement and is made pursuant to the *Police Services Act of Ontario*.

**ARTICLE 2 - Bargaining and Management Rights**

- 2.1 (a) The Board hereby recognizes the Association as the sole collective bargaining agency for the members of the Service coming within the coverage of this agreement.
- (b) The Board agrees that there will be no discrimination, interference, restraint, or coercion exercised or practised by the Board or by any of its representatives with respect to any member of the Service because of their membership in connection with the Association and that membership in the Association by members of the Service who are eligible to join will not be discouraged.
- (c) The Association agrees that there will be no intimidation, interference, or coercion exercised or practised upon members of the Service by any of its members or representatives.
- (d) The Board agrees to authorize a deduction for Association dues from the pay of every member of the Service within the scope of this agreement and to transmitting the total amount of such deductions to the Association by the end of the month in which such deductions are made provided that the member signs and delivers an authorization to the City Treasurer so to do.

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## 2.2 Management Rights

The Association and its members acknowledge that it is the exclusive function of the Board to:

- (a) Maintain order, discipline and efficiency;
- (b) Hire;
- (c) Discharge, direct, classify, transfer, promote, demote, layoff and suspend, or otherwise discipline employees providing that a claim of discriminatory promotion or demotion, or a claim that an employee has been discharged or disciplined without just cause may be subject to a grievance and dealt with in accordance with the grievance procedure;
- (d) Make and alter, from time to time, rules and regulations to be observed by the employee, provided they are not inconsistent with the provisions of this Agreement.

## 2.3 No Discrimination

The parties agree to abide by the prohibitions against discriminating as outlined in the Ontario Human Rights Code.

## ARTICLE 3 - Hours of Work

- (a) Hours of work shall be forty (40) hours per week. Members may be required to work other shift schedules, but **only** after consultation between the Chief and/or designate and a committee of the Association.
- (b) Members are entitled to a one (1) hour lunch period during their tour of duty.
- (c) **Each time a member is assigned to carry out the duties of a supervisor, they shall receive the hourly base rate of the rank they are performing, as long as they are carrying out the acting rank duties for a minimum of six (6) hours.**
- (d) After three months of continuous service as a plainclothes constable in the Criminal Investigation Division, or as an Identification Officer, or as the Police Court Coordinator members shall be paid at 106% of the First Class Constables salary. Members who are so reassigned within twelve months of successfully completing a term therein shall receive 106% of the First Class Constables salary for the entire term of the reassignment.

Members who are eligible for the Senior Member Responsibility Incentive will continue to receive the incentive in addition to the 106% Specialty Pay under **this** clause.

- (e) The duration of a **work** day for members in attendance at an assigned course or seminar shall not be as set out in Article 3(a) but shall be the actual hours scheduled by the course coordinator; i.e. The Ontario Police College, The Canadian Police College, The Centre of Forensic Sciences, etc.
- (f) The Board shall pay a premium of \$250.00 to members for the coaching of each recruit. Where the Coaching of a recruit is completed by more than one member, the Chief shall divide the premium as he feels appropriate.
- (g) **The Board shall pay a premium of two hundred and fifty dollars (\$250.00) per annum to members who have and who maintain the following designations: breathalyzer technician, canine officer, emergency response team member, use of force trainer, negotiator and collision reconstruction level 4. Premium to be paid the first pay period in November.**

#### **ARTICLE 4 - Leave of Absence for Association Business**

- (a) A total of fifty (50) days leave of absence with pay will be granted those members, Uniform **or** Civilian, required to carry out official Association business each year.
- (b) The granting of time to meet the requirements of Article 4(a) shall only be with the approval of the Chief of Police.

#### **ARTICLE 5 - Extra Duty Assignments**

The Association shall have the right to establish the rates of pay which will apply from time to time for extra duty assignments.

Existing contracts that were negotiated prior to a rate increase will be completed at the rate the agreement was made.

Extra Duty Assignments shall be defined as service provided by members of the Association outside their regular duty hours as assigned by the Chief of Police.

#### **ARTICLE 6 - Civilian/Police Seniority**

Members who join as a civilian member of this Service and who subsequently become a sworn member, without a break in service, shall have their seniority counted from the date of their **first** employment as a civilian member, as it applies to annual vacation only.

#### ARTICLE 7 - Promotion and Seniority

- (a) All promotions shall be governed by ability, fitness and efficiency, provided that where these are equal, seniority of service shall govern.
- (b) All members holding a similar rank shall be ranked for purposes of seniority according to the number of years they have continuously served as members of the Service in that rank.
- (c) For the purposes of Vacation Entitlement, Service Pay and Promotion, service will be the total of all service with this Police Service and with other Police Services as governed by the Police Services Act or Equivalent, as a Police Officer. Where service with two or more Services is broken by more than twenty-four (24) consecutive months, only the service with the Peterborough Community Police Service shall be taken into account. For the purposes of placement on Holiday Signing Lists, only service with the Peterborough Community Police Service **will** be used.

#### ARTICLE 8 - Clothing and Equipment

The Board shall supply each uniform member with such clothing and equipment as are deemed necessary for the performance of duty.

#### ARTICLE 9 - Clothing Allowance

- (a) Members regularly assigned to perform their duties in plainclothes shall receive clothing allowance of \$850.00 per year, to be paid quarterly.
- (b) When Members referred to in 9(a) are absent twenty (20) consecutive working days due to either illness or workers compensation, payment of clothing allowance shall be suspended thereafter until they return to their active duty assignments.
- (c) **The Board will pay for cleaning of sixty (60) items of clothing, per member assigned to the plainclothes duties and forty-eight (48) items of uniform clothing per member assigned to uniform duties, as the case may be, for each member, each year, exclusive of winter coats or top coats. The Board will also pay for cleaning resulting from mishaps experienced in the line of duty.**
- (d) The Board will pay for cleaning of winter coats or top coats twice a year for each member.
- (e) Members temporarily assigned to perform their duties in plainclothes shall receive a clothing allowance of **\$70.83** per month, pro rated at **\$3.27** per day to a maximum of **\$70.83** for any given month during such assignment, such allowance shall not exceed \$850.00 in any calendar year **and** to be **paid** quarterly.

## ARTICLE 10 - Pension Plan

The members of the Service will continue to participate in the "OMERS Plan" on the same terms and to the same extent as employees of the Corporation of the City of Peterborough and further the Corporation of the City of Peterborough will provide for employee(s) covered by the current collective agreement between the Peterborough Lakefield Police Services Board and the Peterborough Police Association the following: TYPE 1 OMERS Supplementary Pension Agreement. **This** agreement will provide for increasing a members basic pension for service prior to January 1, 1964 to 2% of the members best sixty (60) consecutive months average earnings prior to their retirement, reduced by 0.7% of the lesser of such average earnings or the Year's maximum allowable pensionable earnings under the Canada Pension Plan, for each year of credited service. Credited service on this basis will be years of service with the employer prior to their retirement and before and after enrolment of the member in OMERS, but not to exceed thirty-five (35) years.

The Board shall provide:

- (1) **An** OMERS Type III Early Retirement Pension to permit early retirement without actuarial reduction in benefits within ten (10) years prior to a member's normal retirement date, when; (a) The member is declared by the employer to be unable to perform the duties of employment due to mental or physical incapacity (partial disability), or, (b) The member has completed thirty years of service with the employer.
- (2) That **all** past service costs be paid by the Board.

The Board and the members shall share the cost of the Basic and Supplementary Pension Plans and the integrated Canada Pension **Plan** provided that the total contribution rate for members shall not exceed nine percent (9%) of their pensionable earnings.

## ARTICLE 11 - Overtime and Meal Allowance

- (a)
  - (i) Overtime shall mean all hours worked in excess of a regular tour of duty, and shall be paid for or accumulated in a Time ~~Bank~~ at time and one-half (1 ½) for all such hours worked, save and except as otherwise expressly provided for in **this** agreement.
  - (ii) Members who **are** on regularly scheduled time ~~off~~, or annual holiday may voluntarily agree to work during their time off for overtime rates.
- (b) When members are required to be on duty for any period in excess of one-quarter (¼) hour after their normal tour of duty they shall be credited with one-quarter (¼) hour of overtime for the next following one-quarter (¼) hour and if overtime continues in excess of one-half (½) hour beyond their normal tour of duty such overtime shall be calculated from the end of their normal tour of duty.

- (c) Banked time shall mean all overtime, court time and call out time, that the member deposits to his or her time bank. In any event, a members time bank shall not exceed sixty (60) hours of banked time, without permission of the Chief of Police, to be taken as time off in lieu. Members may ask the Chief of Police via written request to have their time bank reduced by cashing in a maximum of half of the members accumulated time, to a maximum of thirty (30) hours, twice per calendar year. Such written request shall be delivered to the office of the Chief of Police at least two weeks prior to the pay period in which the money is to be received. The Chief of Police will determine the status of the present budget, and overtime accounts prior to granting a pay out of the banked time. If the Chief of Police denies a written request for cashing in of the time bank, the member will receive reasons for the decision in writing.
- (d) Call Out shall apply when a member who has completed their regular tour of duty and left the place where the regular tour of duty is terminated and who is required to report for duty as ordered by the Chief of Police or designee, shall be paid in any event not less than four (4) hours for the first hour or any part thereof. Overtime rates shall apply to all time worked over the first hour.
- (i) Members called in four (4) hours or earlier before the start of a shift shall be paid call out under clause (d) of this article, until the proper commencement time of their shift.
- (ii) Members who are assigned to the Occupational Health and Safety Committee, or who are called back to duty for reasons of Police Team Meetings shall be entitled to the Call Out provisions in Article 11(d) of this agreement.
- “Call Out” is defined as when a member is contacted during non-scheduled working hours and is ordered to report for work.
- (e) Members of the Service who are called for duty during the period of annual leave, statutory leave or contiguous rest days shall be entitled for each such call out an allowance of twenty (20) extra hours pay. This allowance shall be in addition to any other compensation received for the hours worked during the call out, provided that the annual or statutory leave was signed for during the annual circulation of the Service holiday list.
- (f) Members of the Service who are assigned Statutory Holidays as they fall and who are called back for duty on the Statutory Holiday shall be entitled to, for each call-out, four (4) hours for the first (1) hour or part thereof and double time for all hours over the first hour. A day will be granted in lieu of the Statutory Holiday.
- (g) Overtime and court time as set out in this agreement shall be paid for in cash calculated at the overtime rate. Payment in cash shall be paid to the member on a bi-weekly basis, unless such member shall have indicated by a notice in writing (appropriate selection on overtime chit), that he or she elects to take time off in lieu thereof and deposits his or her earned time into the Time Bank, in which case the date upon which time off to be taken shall be determined on mutual agreement between the member and his or her Supervisor.

- (h) When members are required to be on duty three (3) consecutive hours over and above their tour of duty a Meal Allowance, not to exceed \$10.00, shall be allowed. A Meal Allowance, not to exceed \$10.00, shall be provided for each additional four (4) hours.
- (i) This clause shall only apply to members with less than ten (10) years of consecutive service with the Peterborough Lakefield Community Police Service, who were hired prior to **January 1, 2004**.

Members assigned to the Community Patrol Division and who work shifts shall receive a shift premium of \$250.00 per year. Members assigned to Criminal Investigation, Operational Services, Administrative Services and who work shifts shall receive a shift premium of \$115.00 per year. Members who do not work the full year on the assigned shift shall have their shift premium prorated at \$1.58 for each afternoon shift worked and \$3.43 for each midnight shift worked, as defined by the Thirty-Five Day Shift Schedule. ~~Shift~~ premiums shall not be prorated for members on sick leave unless the member is absent for more than seventeen (17) consecutive weeks. Such payments to be made during November each year.

#### **ARTICLE 12 - Time Allowance for Court Attendance**

- (a) Court time shall be defined as time required to be in court during off-duty hours as a result of service to the Service as a police officer but shall not include time spent in litigation for personal reasons or when the member is a charged person appearing for a hearing under the provisions of the Police Services Act of Ontario and the Regulations Thereto.
- (b) Members of the Service who are required to attend Court during off-duty time as a witness whether in criminal court during the prosecution of any offence under a statute or by-law, in civil court where the member is subpoenaed or at a Coroner's Inquest shall be entitled for each days' attendance, a minimum allowance of six (6) hours at straight time for each attendance at the morning session which shall commence at the time listed on the court list and end at 12:59 hours and at the afternoon session which shall commence at 13:00 hours and end at 17:00 hours. Overtime shall accumulate at time and one half after 17:00 hours. The off-duty time shall be accumulated and the member shall be paid therefore at their regular rate of pay calculated on the last day of April and the last day of October in each year and paid within thirty (30) days thereafter.
- (c) Members of the Service who are required to attend court during their annual leave, statutory leave or contiguous rest days shall be entitled for each day's attendance or part thereof an allowance of twenty (20) extra hours pay, provided that the annual or statutory leave was signed for during the annual circulation of the Service holiday list. This allowance shall be in addition to any other compensation received for the hours worked during the call out, provided that the annual or statutory leave was signed for during the annual circulation of the Service holiday list. Where court is cancelled after 10:00a.m. of the day preceding the required day of attendance as noted above, the member shall remain entitled to the receipt of the twenty (20) hours court payment.
- (d) Members off-duty on Workers' Compensation benefits will not receive off-duty court time credits.

- (e) Continuous court duty beyond the termination of a shift, while on the day shift shall be recorded as overtime.
- (f) Any member required to attend court between their first and second scheduled night shift shall be permitted six (6) hours from their departure from court until commencement of their second night shift without any cost to the member. This allowance will not be valid if the member calls in sick for the shift or remaining time.
- (g) Members retiring from the Peterborough Lakefield Community Police Service after January 1, 2006, who are required to attend court after their retirement as a result of having been a member of the police service, shall be compensated at straight time for the hours actually in court. Payment shall be at the rate of pay the member was earning on the date of their retirement.

### ARTICLE 13 - Adjustment of Grievances

#### GRIEVANCE PROCEDURE

Where a difference arises between the parties concerned relative to any matter contained in this agreement, its interpretation, application or administration, the following procedure shall apply:

A grievance shall be instituted no later than twenty-one (21) days after the occurrence and shall be submitted in writing, setting out the full particulars of the event and the Article(s) of the agreement in question, at all steps of the grievance procedure.

#### Informal Resolution

At any time prior to the implementation of Step 2, the Association President and/or Grievance Director are entitled to meet with the Chief of Police or designate to discuss the matter and attempt to reach a satisfactory settlement.

#### Step 1

When members of the service consider they have a grievance they may, with or without the assistance of their association representative, take the matter up with the supervisor responsible for the occurrence/event, who shall **issue** a written reply within five (5) working days.

#### Step 2

If a satisfactory settlement is not reached at Step 1 members may within a period of fourteen (14) days, and with the assistance of their Association representative submit their grievance in writing to Step 1 Supervisor's Divisional Commander, and be granted the opportunity of an interview with said Divisional Commander. The Divisional Commander will reply to the grievance in writing within fourteen (14) days.



Step 3

If members are not satisfied with the decision of the Divisional Commander, they may report the matter to their Association Representative who may take the matter up with the Chief of Police or Designate within fifteen days following the decision of the Divisional Commander. The Association shall be granted the opportunity of an interview with the Chief of Police or designate, who shall then reply to the grievance within fourteen (14) days.

Step 4

If the Association Representatives are not satisfied with the decision of the Chief of Police or designate, they may take the matter up with the Board, within fifteen (15) days following the reply of the Chief of Police or Designate. The Board shall issue a written decision within 30 days, if a satisfactory settlement is not reached.

Step 5

The Association, may after receipt of the written decision of the Board, require that the grievance be submitted to an Arbitrator by notifying the **Board** in writing of its desire to do so. If the Board and the Association do not, within ten (10) days, agree upon an Arbitrator, the appointment of an Arbitrator shall be made by the Solicitor General of Ontario upon request by either party. The decision of the Arbitrator is final and binding upon the parties. An Arbitrator set up under Step 5 of the Grievance Procedure shall not have power to add to, subtract from, alter modify or amend any part of this Agreement, nor otherwise make any decision inconsistent with this Agreement. Either party to this agreement may lodge a grievance in writing with the other party on any difference between the parties concerning the interpretation, application or administration of this Agreement, including any question as to whether a matter is arbitrable and such grievance shall commence at Step 4. The grieved member is entitled through the Grievance Procedure herein, to have present on his behalf, an Association representative or Counsel at any time.

**ARTICLE 14 - Hospital and Medical Care**

The Board **will** pay 100% of the costs of the following benefit plans (single or family) in accordance with the terms and conditions of the carrier:

- (a) Employer Health Tax (previously **OHIP**)
- (b) Life Insurance
  - (i) Life Insurance coverage at two (2) times the members annual salary.
  - (ii) Double Indemnity Coverage, if loss of life occurs during, or is related to a mishap while performing the duties of a police officer.
  - (iii) Accidental Death and/or Dismemberment coverage.
- (c) Extended Health Care
  - (i) Extended Health Care \$10/\$20 deductible including vision care coverage at \$250.00 for each twenty-four (24) month period.
  - (ii) Drug plan will be modified **as** necessary to require generic substitution for drugs covered **by** the Plan unless otherwise prescribed by the members doctor.

- (iii) Extended Health Care Plan, including Semi-private hospital coverage, Deluxe Out of Province coverage and Paramedical Services - maximum amounts allowed subject to the EHB Plan deductible and percentage reimbursement shown below. Paramedical Services are to include the following:
- Registered Masseur - Maximum amount allowable \$500.00 per person per calendar year.
  - Speech Pathologist - Maximum amount allowable \$500.00 per person per calendar year.
  - Chiropractor/Osteopath/Chiropract/Podiatrist/Naturopath- Maximum amount allowable \$500.00 per person per calendar year. For x-rays by chiropractor \$50.00 per person per calendar year.
  - Nutrition Counselling- Maximum amount allowable \$500.00 per person per calendar year.
  - Physiotherapy - Maximum amount allowable \$500.00 per person per calendar year.
- (d) Dental Plan
- (i) Blue Cross Dental Plan #9. Such payment of premiums as based upon the Ontario Dental Fee Schedule for one year prior to the current year. The Dental Plan to also cover up to \$500.00 for full dentures or partial plates every thirty-six (36) months..
- (ii) Rider #3 to Blue Cross Dental Plan #9 (Orthodontics) being shared risk on a fifty percent (50%) basis to a maximum of \$2,000.00 lifetime. Such payment of premiums as based upon the Ontario Dental Fee Schedule for one year prior to the current year.
- (e) Members who retire on Ontario Municipal Employee Retirement scheme pension provided for under this agreement will continue to receive the benefits of Article 14(a) Employer Health Tax and Article 140) Extended Health Care, to age sixty-five (65) years. Members retiring after January 1st, 1989 shall continue to receive the benefits of Article 14(d), to age sixty-five (65) years. Members retiring after October 26, 1992 shall continue to receive the vision care benefits as outlined in Article 140).
- (f) Coverage of Dependent children up to the age of twenty-five who are enrolled in a post secondary education program full-time.
- (g) Spouses and Dependant Children of members and/or retired members who pass away prior to age 65, shall continue to be eligible to receive the benefits of clause (a), (c) and (d) of this Article for one (1) year after the date of the death, except where the member is killed on or related to duty.

**The parties agree that this article will be revisited, once the results of the study or review is completed to ascertain actual usage and possible savings, with a view to modify and/or enhance present coverage and/or improve benefit package as requested by the Peterborough Police Association Bargaining submissions.**

**ARTICLE 15** - Vacation and Statutory Holidays

Members of the Service with:

- (a) Less than one full year of continuous service by December 31st of a given year shall be paid four percent **(4%)** of their current annual earnings in lieu of vacation. Members at their option may take vacation time in lieu of payment.
- (b) One year but less than three years of service - 80 hours of vacation with pay.
- (c) Three years but less than ten years of service - 120 hours of vacation with pay.
- (d) Ten years of service but less than fifteen years of service - 160 hours of vacation with pay.
- (e) Fifteen years of service but less than twenty years of service - 200 hours of vacation with pay.
- (f) Twenty years of service - 240 hours of vacation with pay.
- (g) Thirty years of service - 280 hours of vacation with pay.
- (h) Members entitled to three weeks vacation or more shall receive 120 hours consecutively.
- (i) All subsequent weeks may be taken at another time at the member's option and subject to the approval of the Chief of Police.

Effective January 2007, members shall be required to attend five **(5)** eight hour training days each year. In lieu thereof members working the uniform twelve hour platoon schedule shall receive forty-six **(46)** hours of annual leave. Other members, who are required to attend all training sessions on days off, shall receive forty hours annual leave. These training days will be scheduled on days off for each platoon prior to the holiday lists being circulated.

- (j) Members shall be required to attend four **(4)**, ten (10) hour training days each year. In lieu thereof members shall receive forty (40) hours annual leave. These training days will be scheduled for each platoon on the Wednesday following the four **(4)** day, 8:00a.m. to 6:00p.m. shift.

- (k) Members of the service eligible for vacation with pay shall receive 88 hours of additional time off in lieu of the days as listed herein, which include statutory holidays as listed in the Employment Standards Act. It is agreed and understood that the total allowance is 88 hours and will not be changed on the event that any level of government declares a further statutory holiday, unless a change is required by law. The days for which lieu time is being granted are:

New Years Day	Labour Day
Good Friday	Thanksgiving Day
Easter Monday	Remembrance Day
Victoria or Empire Day	Christmas Day
Dominion Day	Boxing Day
Peter Robinson Day (Simcoe Day)	

Members who regularly work Monday to Friday, and members who are assigned to Criminal Investigation Division and Support Services Division, shall take their Statutory Holidays as they fall unless otherwise directed by the Chief of Police. Other Members shall sign their Statutory Holidays on the Service Holiday List but may bank up to forty-eight (48) hours. Banked hours shall be granted as lieu time at the discretion of the Chief of Police subject to clause (m) below.

Members required to take their Statutory Holidays as they fall and who are otherwise required to work on a statutory holiday shall be compensated at the rate of double time for the hours worked and paid at straight time, or such hours may be accumulated and taken off.

Effective January 1, 1992, members required to work on a Statutory Holiday shall be compensated at the rate of one and one-half (1½) times their regular straight time hourly rate of pay for each hour so worked on the Statutory Holiday. Members working overtime on a Statutory Holiday shall be paid at two (2) times their hourly rate for said hours. Credits earned under this clause may be placed in their overtime bank or be paid for by submitting the Statutory Holiday Pay Claim Form.

- (l) Vacations must be taken in the calendar year in which they fall due unless otherwise approved by the Board or Chief of Police.
- (m) In special circumstances members are entitled to make requests to the Chief of Police to take holidays other than as provided on the Service holiday list. All such requests are subject to the approval of the Chief of Police.
- (n) Members shall be required to take all banked statutory holidays in the year in which they fall, other than twenty (20) hours which may be taken in the following year prior to March 31st of that year provided that they were not taken due to staff shortages.

**ARTICLE 16 - Sick Leave and Absence**

- (a) By-Law 1988-252, entitled "A By-Law to establish an alternative salary protection plan for various employees of the Corporation of the **City** of Peterborough" shall be considered as being incorporated into this Agreement and forming a **part** thereof, such by-law being attached to this Agreement as Appendix One (1). This provision shall remain in effect up to and until such time as the parties hereto agree upon any amendments made to the by-law. Until such time as the parties to the Agreement incorporate such amendments into this or any subsequent agreement, this provision shall not lapse with the termination of this Agreement, but shall remain in full force until it has been replaced by subsequent mutual agreement of the parties. In the event that the Corporation of the City of Peterborough enacts further amendments to the said by-law 1988-252, such amendments shall not be incorporated into this Agreement but may be evaluated by the parties hereto during the course of further negotiations.
- (b) The estates of members who are killed in the performance of their duty, or who die as the direct result of an injury received while on duty, shall be paid for the annual vacation with pay and statutory holidays standing to the credit of the member at the time of their death. the estates of members who die from any cause shall be paid that portion of their sick leave provided in the City of Peterborough By-Law covering Sick Leave Allowances.
- (c) The estates of members who are killed in the performance of their duty, or who die as the direct result of an **injury** received while on duty, shall receive over a period of six (**6**) months dating from the date of death of such members, the regular salary which such deceased members would have received during a period of three (**3**) months if they had lived, such payments to be made at the regular pay period of the Police Force.
- (d) Members who suffer injuries which require them to be absent from their duties **and** who because of such injury comes under the provisions of the Workers' Compensation Act shall have their benefits under the Workers' Compensation Act supplemented by the Board as follows:
  - (i) Supplemental payments *so* that the combination of Workers' Compensation Payments and the supplemental payment, **after** tax, shall equal the regular wages, including statutory holidays and vacation pay, that they Members would have received had they been on duty, after tax.
  - (ii) Continued payment of the Board's share of the premiums for all benefit plans provided under the collective agreement.
  - (iii) Where members are in receipt of benefits under Article 16(d) at a time when they would otherwise be scheduled for vacation, the Chief may, in his discretion, defer such vacation on request of the members until such time as the members return to duty.

- (iv) Subject to sub paragraph (iii), where members are in receipt of benefits under sub paragraph (i), in any year subsequent to the year in which the injury occurred and have, for that reason been unable to take time off duty in respect of their entire annual leave such leave or portion thereof remaining will not be deferred, but will be satisfied by payment in accordance with sub paragraph (i), that is, that amount of money, after tax, as they would have received had they been on duty.

In this By-Law, references to the City in sections 3, 4, 6, 7 and 8, where it refers to Employer - Employee relationships, "**City**" shall mean "The Peterborough Lakefield Police Services Board".

Sick Leave credits shall be paid out in accordance with By-Law 1988-252 Appendix 1 and the existing sick leave plan will terminate May 1st, 1994.

#### **ARTICLE 16.1 - EFFECT OF ABSENCE**

Where any leave of absence without pay exceeds thirty continuous calendar days, the following shall apply:

- 1) The Board shall pay its share of the health and welfare benefit premiums for the member for the calendar month in which the leave commences.
- 2) If the leave exceeds thirty (30) consecutive calendar days, benefit coverage may be continued by the member, provided that the member pays the total cost of the premiums for each monthly period in excess of the thirty (30) consecutive calendar days leave of absence except as modified by (1).
- 3) Benefits will start to accrue from the date of return to work following such leave of absence.
- 4) The member's anniversary date for salary increases shall be adjusted by the period of time in excess of the first thirty (30) continuous calendar days leave of absence, and the new anniversary date shall prevail thereafter.
- 5) Seniority, service, sick leave entitlement, vacation credits or any other benefits under any provision of the collective agreement or elsewhere will not accumulate during such leave of absence, but will remain fixed at the amount held at the commencement of the leave, except as provided by the Employment Standards Act.
- 6) Notwithstanding the above, the Board shall continue to pay its share of the premium for the benefit plans for members who are on pregnancy/parental leave or Workers' Compensation. It is understood that the obligation of the Board to pay its share of the health and welfare benefits while a member is on Workers' Compensation shall continue only so long as the employment relationship continues or for twelve months, whichever occurs first, unless prohibited by legislation.

- 7) It is understood that a member who chooses to continue benefits shall provide the Board with payment for the amount required on or before the first day of the month in which the payment is due.
- 8) A leave of absence without pay shall be granted to members for the care of parents and parents-in-law within the provisions listed under 16.I subsections 1 through 7.

#### ARTICLE 17 - Bereavement Leave

The following leave of absence **is** allowed in the event of a death in the member's family. Where leave **is** one day **only**, the member shall have the option of taking the leave on the day of the death, the day of the funeral, or any day in between. Where a member is entitled to three (3) days leave, the days shall be consecutive and may be taken anytime between and including the day of the death and the day of the funeral.

- (1) Member's spouse or son, daughter, father or mother, = five (5) days.
- (2) Member's sister, brother, mother-in-law, father-in-law, sister-in-law, brother-in-law, son-in-law, daughter-in-law, grandparents, grandchildren = three (3) days.
- (3) Member's aunts, uncles and grandparents-in-law = one (1) day.

The Chief of Police may grant additional leave without pay for travel or other reasons upon the request of the member.

**To** qualify for leave under this article the relationships as set out above must be bonafide and exist at the time of the death.

#### ARTICLE 18 - Special Allowances for Courses and Seminar Attendance

Fifty dollars (\$50.00) per week will be allowed members attending any course or seminar, of one weeks duration or longer, approved by the Chief of Police pro rated at ten dollars (\$10.00) per day over and above meal costs.

Understanding that members may be responsible for their own transportation to and from courses or seminars, members who drive their own vehicles to and from such courses or seminars will be compensated at the current per kilometer rate established by the Corporation of the City of Peterborough, for one round trip, irrespective of the duration of the course or seminar, save and except for courses and seminars where no overnight accommodation is required. (i.e. attendance at outreach courses and seminars like Durham College)

**ARTICLE 19 - Pregnancy/Parental Leave**

- 1) Pregnancy/Parental Leave shall be granted in accordance with the Employment Standards Act (the Act), as amended by Bill 14. The following is intended to reflect the Act as amended. Where any conflict exists, the provision of Bill 14 shall prevail.
  - (a) In order to qualify for pregnancy and/or parental leave, a member must have completed at least thirteen (13) weeks of continuous service with the Police Services Board.
  - (b) A member subject to (a) above, shall be entitled to a pregnancy leave of up to seventeen (17) weeks duration.
  - (c) A member is entitled to such leave provided she makes a written application, accompanied by a certificate from a qualified medical practitioner, attesting as to the expected delivery date, at least two (2) weeks prior to the commencement of such leave. Pregnancy leave may commence at any time within seventeen (17) weeks of the expected delivery date.
  - (d) Where a medical emergency prevents the giving of two (2) weeks notice, the member may, nonetheless, commence her pregnancy leave provided however, that she provide, to the Chief, within two (2) weeks of the commencement of her leave a certificate from a duly qualified medical practitioner, attesting to the delivery date, or expected delivery date.
  - (e) A member, who qualifies under (a) above, may make application at any time prior to two (2) weeks before the termination of her pregnancy leave, for a parental leave of up to thirty-five weeks (35) weeks durations, commencing immediately upon the termination of her pregnancy leave.
  - (f) The total leave available under clauses (b) and (e) shall be fifty-two (52) weeks, ending no later than thirty-five (35) weeks after the birth of the child.
  - (g) A member, subject to (a) above, who comes into the care/control and custody of a child for the first time, or a member who is the parent of a child not entitled to pregnancy leave, shall be entitled upon giving at least two (2) weeks' written notice to up to thirty-seven (37) weeks of parental leave.
  - (h) Parental leave under (g) above may commence at anytime up to fifty-two (52) weeks after the birth of a child or the coming of a child into care/control and custody for the first time.
  - (i) Benefits, as prescribed in the Act, as well as seniority and service, shall continue to the benefit of an employee, on approved leave under (b), (e) and (g) above, providing that the employee indicates a desire to participate in such benefits and provided the employee continues to make all contributions required for the full period of the leave(s).



- 2) On confirmation by the Unemployment Insurance Commission of the appropriateness of the Employer! Supplemental Unemployment Benefit (SUB) Plan, a member who is on pregnancy leave as provided under this collective agreement, and who is in receipt of Unemployment Insurance pregnancy benefits pursuant to Sections 18 of the Unemployment Insurance Act, shall be paid a supplemental unemployment benefits, upon proof of receipt of such benefits to the Chief or his designate.

That benefit will be equivalent to the difference between ninety percent (90%) of the members regular weekly earnings and the sum of the members Unemployment Insurance Benefits and any other earnings the member may be in receipt of. Such payment shall commence following the completion of the two (2) week Unemployment Insurance waiting period, and receipt by the Chief or his designate of proof that the member is in receipt of such benefits for a maximum period of fifteen (15) weeks,

The member does not have any vested right except to receive payments for the covered unemployment period. The plan provides that payments in respect of guaranteed annual remuneration or in respect of deferred remuneration of severance pay benefits are not reduced or increased by payments received under the plan.

- 3) Members on pregnancy/parental leave who are required to attend court shall be deemed to be on a day off for overtime calculation in accordance with provisions of Article 12(b) Time Allowance for Court Attendance.

#### **ARTICLE 20 - Legal Indemnification**

- (a) Subject to the other provisions of this Article, members charged with and finally acquitted of a criminal or statutory offence, because of acts done in the attempted performance in good faith of their duties, as police officers whether or not they were on a tour of duty at the time, shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such charges.
- (b) Notwithstanding clause (a), the Board may refuse payment otherwise authorized under clause (a) where the actions of officers from which charges arose amounted to a gross dereliction of duty or deliberate abuse of their powers as police officers.
- (c) Where members are defendants in a civil action for damages because of acts done in the attempted performance in good faith of their duties as police officers they shall be indemnified for the necessary and reasonable legal costs incurred in the defence of such an action in the following circumstances only:
- (i) Where the Chief of Police is not joined in the action as a party pursuant to section 24(1) of the Police Act, and the Chief of Police does not defend the action on behalf of himself/herself and of the member as joint tortfeasors at the Board's sole expenses.
  - (ii) Where the Chief of Police is joined as a party or elects to defend the action, but the solicitor retained on behalf of the Chief of Police and the member is of the view that it would be improper to act for both the Chief of Police and the member in that action.

- (d) Members whose conduct is called into question in the course of an inquiry under the Coroners Act because of acts done in the attempted performance in good faith of their duties as police officers shall be indemnified for the necessary and reasonable legal costs incurred in representing their interests in any such inquest in the following circumstances only:
- (i) Where the Chief of Police and/or the Board does not provide counsel to represent the member at the inquest at the Board's expense; or
  - (ii) where the counsel provided by the Chief of Police or the Board to represent either or both of them along with the member is of the opinion that it would be improper to act for both the Chief of Police or the Board and the member in that action.
- (e) Where members intend to apply to the Board for indemnification hereunder, the member shall, within thirty (30) days of being charged or receiving notice of other legal proceedings covered herein, or receiving notice that they will not be represented by counsel retained by the Chief of Police and/or the Board, apply in writing, setting out the clause under which indemnification is sought and setting out the members position in relation to the attempted performance in good faith of their duties as police officers whether or not they were on a tour of duty at the time, to the Chief of Police or to the officer designated by the Chief of Police to deal with such applications for approval to retain counsel and approval of the counsel to be so retained. In the event of any dispute concerning the counsel to be retained, the matter shall be resolved by an officer designated by the Chief and a member of the Association Executive designated for that purpose.
- (f) Where the Chief of Police, pursuant to Board policy, elects to provide legal counsel to defend members in any legal proceeding covered by this provision, the cost of such counsel is the Board's responsibility irrespective of the outcome of the proceedings and neither the member nor the Board may rely upon the other provisions of this policy.
- (g) For greater certainty, members shall not be indemnified for legal costs arising from:
- (i) grievances or complaints under the collective agreement between the Board and the Association or under the Police Services Act;
  - (ii) the actions or omissions of members acting in their capacity as private citizens;
  - (iii) subject to clause (f) discipline charges under the Police Services Act and regulations thereunder.
- (h) For the purposes of this provision, members shall not be deemed to be "finally acquitted" if as a result of charges laid they are subsequently found guilty **of**, or pleads guilty to, other charges arising out of the same incident or incidents, but nothing in this clause will disentitle the member to consideration under clause (b) hereof.
- (i) For the purposes of this provision, "necessary and reasonable legal costs" shall be based on the account rendered by the solicitor performing the work, subject initially to the approval of the Peterborough Solicitor **and**, in the case of dispute between the solicitor doing the work and the Peterborough Solicitor, taxation on a solicitor and client basis by the taxing officer.

- (j) Members who become a subject officer in a Special Investigations Unit investigation are entitled to, up to five thousand dollars (\$5,000.00) for the purposes of legal indemnification. Where the status of a member is in doubt, the Member may nonetheless apply to the Chief for indemnification up to the amount noted above. Where such an application is made, the Chief's discretion in the matter shall be final and not subject to review through any process. Notwithstanding the above, where a Member received indemnification, and is subsequently found guilty of a criminal offence, all monies provided under this clause may be recovered by the Police Services Board.

#### **ARTICLE 21 - Salaries**

The Board agrees to pay salaries to the members in accordance with Appendix "2" hereto attached.

#### **ARTICLE 22 - Job Share**

The Chief of Police will be allowed to draw up a "Letter of Understanding", outside the collective agreement, between the Association and the Chief of Police for a trial period of two (2) years, after which period it will be assessed.

#### **ARTICLE 23 - Senior Member Responsibility Incentive**

**All members with ten (10) or more years of service shall be entitled to an extra two percent (2%) of a First Class Constable Salary. Service will be service as defined in Article 7(c) of the collective agreement.**

**All members with twenty (20) or more years of service shall be entitled to an extra five percent (5%) of a First Class Constable Salary. Service will be service as defined in Article 7(c) of the collective agreement.**

In order for a member to be entitled for the "Senior Member Responsibility Incentive" the member must be free of discipline conviction under the Police Services Act, within the preceding two (2) years, for which the confirmed penalty was forfeiture in excess of forty (40) or more hours suspension with pay. Where a member is already entitled under this section, and is to be disciplined, such member shall be disqualified for the two (2) year period commencing with the date of conviction.

**ARTICLE 24 - No Agreement Article**

**The Board did not agree to the articles set out in Appendix "3" hereto attached.**

**ARTICLE 25 - Term of Agreement**

The terms and conditions herein contained, shall remain in full force and effect for the period extending **from** date of ratification until December 31st, **2007** except as specifically noted herein and thereafter until replaced by a new agreement, decision or award. Either party may give notice in writing, to the other party at any time after ninety (90) days before December 31st, in any one year, that it desires to bargain for a new agreement or amendments to the existing agreement. Within fifteen (15) days from the service of such notice, each party shall provide to the other party a list of the changes to the agreement it desires.

The provisions of the Agreement will not apply to members who have resigned from the Service prior to the signing of a Memorandum of Agreement.

IN WITNESS THEREOF: The Board and the Members, as represented by the Association, have caused this instrument to be executed by their proper respective officers hereunto duly authorized the day and year shown above.

THE PETERBOROUGH LAKEFIELD POLICE SERVICES BOARD



THE PETERBOROUGH POLICE ASSOCIATION



A BY-LAW TO ESTABLISH AN ALTERNATIVE  
SALARY PROTECTION PLAN FOR VARIOUS  
EMPLOYEES OF THE CORPORATION OF THE CITY  
OF PETERBOROUGH

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WHEREAS Section 208, subsection 47 of The Municipal Act, R.S.O. 1980, provides that by-laws may be **passed** by the Councils of all municipalities for establishing a plan of sick leave credit gratuities;

AND FURTHER WHEREAS Section 208, subsection 48 of **the** said Act provides that by-laws may be **passed** by the Councils of all municipalities to contract for the provision of **group** sickness insurance for **employees**;

AND WHEREAS *the* Corporation of **the** city of Peterborough presently has in effect a **plan providing for** sick leave payment, and the establishment of sick leave credits as prescribed in By-law 4833, as amended, and as altered, or **modified** in Collective Agreements between **the** Corporation and **various** trade unions;

AND FURTHER WHEREAS the Council of the Corporation of **the** City of Peterborough herein ~~deems~~ it appropriate and desirable to **establish** an alternative **salary** protection plan for various **employees** of the Corporation of **the** City of Peterborough;

THEREFORE, THE CORPORATION OF THE CITY OF PETERBOROUGH, BY ITS COUNCIL, HEREIN ENACTS AS FOLLOWS:

SECTION 1 - DEFINITIONS & INTERPRETATION

1.0 Definitions

In this By-law, the following words or phrases shall have the following definitions:

- a) "City" means the Corporation of **the** City of Peterborough;
- b) "Disability" includes any illness caused by alcoholism or drug addiction.
- c) "Employee" means a salaried officer, clerk, workman, servant or other person in the employ of the municipality, and refers to a "full-time" employee in regard to the application of the plan.
- d) "Part-time Employee" means an employee who works in a job which is classified by the City as being "part-time" in nature, and includes those individuals who are:

- 1) employed on a seasonal basis;
  - 2) employed for casual jobs; or
  - 3) do not work more than 24 hours per calendar week on behalf of the City.
- e) "Full-time Employee" means an employee who is classified as a full-time employee by the City and who is not a part-time employe.
  - f) "Personnel Director" means the Personnel Director of the City;
  - g) "Province" mans the Province of Ontario;
  - h) "Salary Protection Plan" or "Plan" means the plan as described and defined by this by-law;
  - i) "trade union" for the purposes of this by-law means a trade union recognized by Provincial Law and includes an Association such as a Fire Fighters' or Police Association.
  - j) "Treasurer" means the Treasurer of the Corporation of the City of Peterborough.
  - k) "By-law 4833" means the By-law of the City being By-law 4833, as amended by By-law 4938, 5117, 5172, and 5260.
  - l) "work week" for the purpose of the Salary Protection Plan means a "work week", as defined:
    - a) by the personal service agreement between the City and employee; or
    - b) by the Collective Agreement if the employee is a member of a trade union which has a collective agreement with the City; or
    - c) if not defined by Agreement, then as prescribed by the Personnel Manual as approved by the City.

### 1.1 Interpretation

- a) The preambles, as they appear in the text of this By-law, express the intent and policy of Council and shall be interpreted as such pursuant to the provisions of The Interpretation Act.
- b) The singular includes the plural, and the masculine includes the feminine, wherever the same applies within the context of this By-law.

SECTION 2 - CREATION AND ESTABLISHMENT OF AN ALTERNATIVE SALARY PROTECTION PLAN FOR VARIOUS EMPLOYEES OF THE CITY.

- 2.0 a) A salary protection plan **is** herein created and established by the City in accordance with the terms and provisions of **this by-law**.
- b) The terms and provisions of **the** salary protection plan shall be administered and applied in accordance with **the terms** and provisions of this By-law.

SECTION 3 - APPLICATION OF THE PLAN

- 3.0 a) The Plan shall only apply to full-time ~~employees~~ of **the** City,
- b) **Only** full-time employees *are* entitled to **the** receipt of ~~compensation payments~~ pursuant to the Plan, unless otherwise stipulated in this By-law.

3.1 Mandatory Application of the Plan to Various Employees

- a) ~~Full-time~~ employees of the City who *are* not ~~members~~ of a trade union which have a valid collective agreement with **the** City and ~~who commenced~~ **their term** of full-time ~~employment~~ with **the** City after **the 1st day of August, 1985** for **the purposes of the replacement Plan shall be deemed** not to **have participated** in the prior sick leave accumulation plan ~~from~~ the date of their employment with **the** City.
- b) All new **full-time** City ~~employees~~ who *are* not ~~members~~ of a trade union (which has an Agreement with the City) **'shall participate in the Plan effective October 18, 1988.**
- c) **By-law 4833 of the City, as amended,** is herein ~~deemed~~ to be further ~~amended and modified~~ to give **effect to this** By-law.

3.2 Participating Aspect of the Plan for Various Employees

- 1) **The Plan shall** be applicable to all other **full-time** employees of the City (~~except those described in~~ Section 3.1) who:
- a) **are not members of a** trade union which has a **collective Agreement** with **the** City and **who elect to participate in the Plan by filing with the Personnel Director an election, in writing, to participate in the Plan, or**
- b) **are members** of a trade union which ~~has~~ a **collective agreement** with **the** City, and **who are deemed to be participants in the Plan as evidenced by a provision in the Collective Agreement made between the City and the trade union, wherein the membership, or any class or group of them, are covered by the Plan.**

- 2) Employees who participate in the Plan as prescribed in Section 3.2(1) shall not be covered by the sick leave plan described by the provisions of By-law 4833 as amended by By-laws 4938, 5117, 5172 and 5260.
- 3) Employees who participate in the Plan as prescribed in Section 3.2(1) shall have their vested credits under By-law 4833 disposed of by electing either Option A or Option B as described in Appendix "A" to this By-law. This provision shall not apply if a trade union enters into a collective agreement with the City, and such agreement selects and identifies one of the two options ("A" or "B") on behalf of all of its membership. In such a case, the employee who is a member of that trade union shall have any vested credits disposed of in accordance with the provision recited in the collective agreement.
- 4) Employees who elect either Option "A" or "B" in accordance with Section 3.2(3) of this By-law shall indicate their election in writing to the Personnel Director on the form attached as Appendix "B" to this By-law. An employee is deemed not to be a participant in the Plan unless and until the said Sick Leave Option Sheet is signed by him/her and provided to the Personnel Director by the employee.

#### SECTION 4 - PLAN NOT APPLICABLE

##### 4.0 Work-Related Accidents: Plan Not Applicable

- a) The Short-Term Disability Benefits of the Plan shall not apply nor be applicable, when the full-time employee is absent from work due to a compensable accident or illness as provided pursuant to The Workers' Compensation Act (Ontario), or successor legislation. The Long Term Disability Benefits portion of the Plan will provide 24 hour coverage of eligible disabilities including those arising from occupational accidents or illnesses. The Long Term Disability benefits will, however, be offset by payments in respect of the same disability received from The Worker's Compensation Act (Ontario), or successor legislation.
- b) Where an employee suffers an injury while gainfully employed with an employer other than the City, such employee shall be excluded from the plan for the period of the absence resulting from the injury. .

##### 4.1 Pregnancy Leave - Plan Not Applicable

- a) These plans do not cover disabilities of claims resulting from - any period of disability during a specified period of maternity leave of absence. The maternity leave of absence for which benefits are not payable will be:



- any period of formal maternity leave taken by an employee pursuant to mutual agreement between the employee and the City, or
- any period for which any employee is eligible, or would have been eligible upon proper application, to collect Unemployment Insurance maternity benefits.

4.2 Other Absences Otherwise Covered By Compensation Payments From the City, Province or Federal Government

- a) When an employee is absent from work in regard to sickness, illness, or disability, and such leave is otherwise covered by compensation paid by the City, Province or Federal Government, then the Plan is not applicable, unless mandated by law.

4.3 Other Circumstances/Plan Not Applicable

4.3 The Plan shall not apply when:

- a) The absence is caused by intentionally self-inflicted injuries; or
- b) The absence relates to disability caused by injuries or illness directly related to service in the armed forces; or other type of military service;

4.4 That part of the Plan related to Long Term Disability shall not apply if the disability relates to an occurrence or event which is not insured under the Long Term Disability Plan.

SECTION 5.0 - FUNDING OF THE PAYMENT OF SICK LEAVE CREDITS

- a) The Treasurer shall pay to participating employees of the Plan the compensation payable to them in regard to the termination of accrued sick leave credits, in accordance with:
  - i) the mode of payment as prescribed in Appendix A ; and
  - ii) in accordance with By-law 4033; and
  - iii) as prescribed by The Municipal Act.
- b) The Treasurer shall set aside appropriate monies in a reserve account in order to provide payment to the various employees as specified in this By-law, or otherwise take all appropriate measures to provide for payment as described in Section 5.0(a).
- c) The Treasurer shall advise the City Council, in each budget estimate for the succeeding year, of the total vested liability under the existing sick leave plan created by By-law #4833.

SECTION 6.0 - TERMS AND CONDITIONS OF THE SALARY PROTECTION PLAN

- a) Employees who participate in the Plan (as described and defined in Section 3) shall be entitled to the receipt and payment of the following benefits in accordance with the conditions and criteria recited herein:

SHORT TERM DISABILITY BENEFITS

1. A person is deemed to be disabled for the purposes of short term disability if they are incapacitated by illness, or disability in such a manner so as to prevent them from substantial performance of their own job, trade, or occupation which they hold with the City.
2. Disability benefits shall be paid to eligible employees in accordance with the following criteria:

Length of Service (Seniority) \*100% of Salary

3 months but less than 1 year	1 week	16 weeks
1 year " " " 2 years	2 weeks	15 weeks
2 years " " " 3 years	3 weeks	14 weeks
3 years " " " 4 years	4 weeks	13 weeks
4 years " " " 5 years	5 weeks	12 weeks *
5 years " " " 6 years	7 weeks	10 weeks
6 years " " " 7 years	9 weeks	8 weeks
7 years " " " 8 years	11 weeks	6 weeks
8 years " " " 9 years	13 weeks	4 weeks
Over 9 years	17 weeks	0 weeks

\* For the purpose of this Plan, "salary" means the amount of money to be paid to the employee as established on the first date of absence, or, as modified by City Council.

• Service is deemed to commence with the first day of full-time employment with the City.

• "Month" or "Year" refer to calendar months and calendar years. "Week" is defined in Section 1(1).

3. For the purpose of this Plan "seniority" or "length of service" shall mean the length of service of an employee as a full-time employee. It shall be calculated on the basis of work weeks provided as a full-time employee for the City.
4. A person is deemed to be "disabled" for the purpose of the Plan if he/she is unable to perform their occupation due to accident or sickness.
5. A person's entitlement to the receipt of 100% of salary shall be based on a calendar year. As such, each eligible employee's allotment of 100% salary reimbursement shall be automatically renewed on the first working day of each calendar year, provided that the employee is actively working for the City on that day, or subsequently returns to active work for the City. Employees disabled and collecting short-term or long-term disability benefits on the first working day of each calendar year, would not be entitled to their new allotment of 100% weeks until they have returned to work on a medically certified full-time basis and are completely able to perform all the material and substantial duties of their regular occupation.

6. Successive absences from work due to the same disability would be considered to be in the same period of disability unless separated by ten scheduled consecutive work days.
7. The following cost containment medical eligibility requirements are applicable to the short-term disability plan:
  - i) Employees on temporary lay-off or on an employer-approved leave of absence will continue to be covered for disability benefits on a premium paying basis. It should be noted, however, that no benefits will be payable during the time the employee is not actively at work due to such lay-off or leave of absence, although the period from the date of disability will be considered for the purposes of the applicable elimination period.
  - ii) A certificate must be provided by the employee from a duly recognized medical practitioner, stating that the employee is unable to perform his/her duties and indicating the probable duration of the illness. This certificate would only be required for any absence of more than three consecutive working days, or for one working day prior to or following a paid holiday, which is to be charged as sick leave. Failure to produce the required certificate(s) within five working days of the date of disability may result in the uncertified days of absence being charged as leave without pay.
  - iii) More than seven days of accumulated uncertified absence within a calendar year shall be charged as sick leave without pay. The absence need not relate to a continuous period of absence.
  - iv) In any case of prolonged illness or recurring disability, the employee shall submit periodic reports on his/her condition, as the City may request in writing.
  - v) The City, may at its discretion, have the right to have any employee examined by a qualified City appointed medical practitioner if the same is required by the City in writing in regard to any Claim made under the Plan.

#### LONG-TERM DISABILITY BENEFITS

In conjunction with the short-term disability benefits the City shall provide 24-hour coverage long-term disability benefits for all eligible employees. 100% of the required premium shall be paid by the City. A benefit level of 75% of monthly earnings to a monthly maximum benefit of \$5,000 would be payable to retirement or age 65 (whichever is earlier). Benefits for eligible disabilities shall be payable after a waiting period of 17 continuous weeks (when short-term disability benefits terminate) subject to the terms and conditions of the Master Long Term Disability Insurance contract.

SECTION 7

7.0 Continuation of Other Benefits While Disabled

- a) The City shall pay and **keep** in force **100%** of the cost of O.B.I.P., Semi-Private Hospital, ~~Extended Health and Dental~~ **Care** benefits for the first ~~two~~ years of long-term disability ~~payments~~. In addition, **the** City **shall** extend such coverage for employees, remaining disabled within the terms of **the** long-term disability contract for an additional year for each year of ~~full-time~~ employment with **the** City in **excess** of two years.
- b) **The** benefits recited in section 7.0(a) shall ~~remain~~ in effect when an employee is a recipient of short-term benefits pursuant to **the** Plan.

SECTION 8 - SENIORITY AND JOB SECURITY

- a) Seniority, vacation entitlement and job security shall continue for disabled employees qualifying for short-term and long-term disability benefits subject to **the** following restrictions:
  - i) Vacation entitlement ~~would~~ continue when **the** employee qualifies and is **receiving** short-term disability benefits **only; and**
  - ii) A position will be held **available** for an **employee** for a period of up to one calendar **year** ~~from the~~ initial date of disability **which** necessitates ~~continuous~~ **absence** ~~from~~ employment.

SECTION 9.0 - NO ACCRUED CREDITS

- a) No sick leave credits shall accrue under **the** Plan.

SECTION 10.0 - CITY'S RIGHT TO SELECT INSURER

**The** City retains the ~~exclusive~~ right to **select** the **Insurer** or **carrier** in **respect** of the Long Term Disability benefits, or **provide** for a self-insured City plan.

SECTION 11.0 - COMMENCEMENT OF THE PLAN

- a) The Plan **shall** be created, administered, and benefits paid in **accordance** with the Plan ~~commencing~~ on the first calendar **day** following **passage** of this By-law by City Council for **the** City.

By-law read a first and second time this 17th day of October, A.D., 1988.

Read a third time and finally passed this 24th day of October, A.D., 1988.

Rybia J. M. Davel  
MAYOR

Daniel W. Baker  
CLERK

Termination of Gratuity Sick Leave Plan and Payment of Accrued Credits:

A.1.0 Employees' vested sick leave credits, as of the date of termination of the existing sick leave plan as defined in Section 3.2 of the By-law shall be dealt with under one of the following options:

OPTION A: The City will pay out to the employee 50% of their accumulated sick day credits up to a maximum of six months' salary (130 working days). Such payment will be individually negotiated and will be paid over a period of up to five years. Payouts will be based upon the earnings in effect on the date of termination of the existing sick leave gratuity plan. Payments may also be amortized over a period longer than five years upon the employee's request.

OPTION B: The employee may leave their sick leave credits vested with the City until the earlier of termination, death or retirement. The value of the sick leave pay-out will be based upon the earnings in effect on the date of termination of the existing sick leave plan.

NOTE 1: An employee shall choose one of the above options on the date of termination of the existing plan. It is understood, however, that an employee will have the right to reconsider this option after one year and two years of implementation of the new plan and thereafter every five years.

NOTE 2: Employees shall have the right to alter their choice of option immediately in the event that the Income Tax Act is amended to allow for a more favourable treatment of lump sum payments.

NOTE 3: Future pay-outs and vested sick leave credits will accrue interest based upon the City's average investment rate of interest for each applicable fiscal year. Interest shall be calculated yearly and shall be based on the average rate applicable for the fiscal year.

NOTE 4: Employees at their option could utilize any accumulated days not paid out under Option A or their vested days under Option B by:

- a) a top-up of the new short-term disability benefits to 100% of their pre-disability earnings on a pro-rata basis.

- b) a top-up revised or new long-term disability benefit to 85% (~~maximum~~ contractually allowed) of pre-disability earnings on a pro-rata basis.
- c) agreeing to buy back pension credits after **returning** to work on a active full-time **basis**.
- d) to extend **the** waiting period of **the** long-term disability benefit.

**NOTE 5:** Excess days **under** Option A, (accumulated **day8** in excess of **260 days**) would be retained for top-up **purposes** or to extend **the** long-term disability waiting period.

**NOTE 6:** Retiring ~~employees~~ will be entitled to **sick leave** provisions as set out in Section 17 By-law 4883 ~~as amended~~ by By-law 5260 subject to the following conditions:

- only employees that have not received **the maximum** pay-out under point #1, Option A ~~would~~ be **eligible**;

- ~~the maximum~~ entitlement would be equivalent to **six months earnings based** on the daily rate of pay that ~~was~~ in effect on the termination date of the **sick leave** plan plus applicable **accrued** interest.

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OPTION SHEET

DISPOSITION OF SICK LEAVE CREDITS

NAME: \_\_\_\_\_

-----  
OPTION "A"- (TO CASH OUT OVER A PERIOD OF TIME)

(\_\_\_) I heraby elect Option "A"

-----  
OPTION "B"- (TO LEAVE IT VESTED AND RECEIVE INTEREST)

(\_\_\_) I heraby elect Option "B"

-----  
SIGNATURE

-----  
DATE

APPENDIX "2"

**2006 and 2007 SALARY SCHEDULE:**

The Salary for a First Class Constable shall be as per the below noted *salary* schedule.

<u>January 1, 2006 (3.25%)</u>		<u>January 1, 2007 (3.25%)</u>	
Basic	<b>\$70,432.00</b>	Basic	<b>\$72,721.00</b>
<b>10 years</b>	<b>\$71,841.00 (2%)</b>	<b>10 years</b>	<b>\$74,175.00 (2%)</b>
<b>20 years</b>	<b>\$73,954.00 (5%)</b>	<b>20 years</b>	<b>\$76,357.00 (5%)</b>

The following formula will be used to calculate the salaries of all other ranks, **by using** the First Class Constable Rate as 100%.

- Fourth Class Constable, **Group II** - 60%
- Fourth Class Constable, **Group I** - 65%
- Third Class Constable - 80%
- Second Class Constable - 90%
- First Class Constable - 100%
- Sergeant - 113%**
- Staff Sergeant - 125%**



**“APPENDIX 3”**

**No Agreement by Parties**

- (1) No agreement has been reached on the Peterborough Police Association’s submission regarding increasing the Senior Member Responsibility Incentive (Article 24). The Board was informed that the Association has intends to file for conciliation, mediation and/or arbitration to resolve the issue of increases to the incentive.**

*B*